COURSES by COMPUTERS, INC.
SOFTWARE LICENSE AND WARRANTY AGREEMENT

THIS PRODUCT (SOFTWARE PROGRAM AND RELATED DOCUMENTATION) IS LICENSED BY COURSES BY COMPUTERS, INC. (CBC) TO THE PURCHASER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. USE OF THIS PACKAGE INDICATES PURCHASER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF PURCHASER DOES NOT ACCEPT OR AGREE WITH THESE TERMS AND CONDITIONS, THE PRODUCT SHOULD BE RETURNED UNUSED WITH PROOF OF PURCHASE FOR A REFUND.

1. COPYRIGHT
   This product is copyrighted. No part of the software program that is recorded on the diskette(s) may be reproduced in any form by any electronic or mechanical means without written permission from CBC. Moreover, no part of the printed materials may be copied except those sections that are specifically designated otherwise. Willful violation of the United States Copyright Act is a serious crime and can result in substantive civil damages.

2. USE AND TRANSFER
   The software that is recorded on the diskettes may be used only on one computer in one location at any given time. The software that is recorded on the diskettes MAY NOT be transferred electronically from one computer to another over a network or by any other means.

3. MODIFICATION AND DERIVATIVES
   No part of the software that is recorded on the diskettes may be modified in any way, and no derivative works of this product may be prepared.

4. LIMITED WARRANTY AND DISCLAIMER

   a. THIS PRODUCT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

   b. CBC warrants the flexible diskettes on which the software is recorded to be free from defects in materials and workmanship for a period of 90 days from the date of delivery as evidenced by a copy of your receipt. This warranty does not cover damage due to improper use or neglect. The defective diskette must be returned to CBC to effect this warranty.

5. LIMITATIONS OF REMEDIES
CBC'S entire liabiiity and your exclusive remedy shall be:

a. The replacement of the diskette(s) if you have met the conditions as described under "LIMITED WARRANTY AND DISCLAIMER" or

b. A full refund if CBC is unable to deliver a diskette free from defects in materials or workmanship.

IN NO EVENT WILL CBC BE LIABLE TO YOU FOR ANY DAMAGES INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SOFTWARE PROGRAM EVEN IF CBC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ANY CLAIM BY ANY OTHER PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US WHICH SUPERCEDES ANY PROPOSAL OR PRIOR WRITTEN AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Courses by Computers, Inc.
P.O. Box 830
State College, PA 16804

4/85